3.428

BILL NO. S-78-01-15

SPECIAL ORDINANCE NO. S-16-78

AN ORDINANCE approving a contract with Rieth-Riley Construction Co., Inc., for Resolution No. 5767-77.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the contract dated December 22, 1977, between the City of Fort Wayne, by and through its Mayor and the Board of Public Works and Rieth-Riley Construction Co., Inc., for:

Resolution No. 5767-77: To improve Clinton Street from a point 121 feet south of the centerline of Superior Street north to the centerline of Calhoun Street.

for a total cost of $315,086.60, to be paid from State Highway Funds and L R & S Funds, all as more particularly set forth in said contract which is on file in the Office of the Board of Public Works and is by reference incorporated herein, made a part hereof and is hereby in all things ratified, confirmed and approved.

SECTION 2. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

John Nuckols
Councilman

APPROVED AS TO FORM AND LEGALITY
CITY ATTORNEY

Read the first time in full and on motion by Nuckols, seconded by Stier, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on ________, the ________ day of ________, 19__ at ________ o'clock ____ M.,E.S.T.

DATE: 1-10-78

[signature]
CITY CLERK

Read the third time in full and on motion by Nuckols, seconded by Hinga, and duly adopted, placed on its passage. PASSED ~~(LOST)~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	9				
BURNS	X				
HINGA	X				
HUNTER	X				
MOSES	X				
NUCKOLS	X				
SCHMIDT, D.	X				
SCHMIDT, V.	X				
STIER	X				
TALARICO	X				

DATE: 1-24-78

[signature]
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as ~~(ZONING MAP) (GENERAL) (ANNEXATION)~~ (SPECIAL) (APPROPRIATION) ORDINANCE (RESOLUTION) No. S-16-78 on the 24th day of January, 1978.

ATTEST: (SEAL)

[signature]
CITY CLERK

Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 25th day of January, 1978, at the hour of 11:30 o'clock A. M.,E.S.T.

[signature]
CITY CLERK

Approved and signed by me this 31st day of January, 1978, at the hour of 10:30 o'clock A. M.,E.S.T.

Robert E. Armstrong
MAYOR

Bill No. S-78-01-15

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on Public Works to whom was referred an Ordinance approving a contract with Rieth-Riley Construction Co., Inc., for Resolution No. 5767-77

have had said Ordinance under consideration and beg leave to report back to the Common Council that said Ordinance do PASS.

JOHN NUCKOLS - CHAIRMAN

PAUL M. BURNS - VICE CHAIRMAN

WINFIELD C. MOSES, JR.

DONALD J. SCHMIDT

JAMES S. STIER

IN

DATE 1-24-78 CHA... W. ...ERMAN, CITY CLERK

CITY PAID
SUBJECT TO COUNCILMANIC APPROVAL
PRELIMINARY MEETING ______
RATIFICATION ______

CONTRACT

APPROVED AS TO FORM AND LEGALITY

______
CITY ATTORNEY

This Agreement, made and entered into this 22 day of December 1977

by and between --

--------------------RIETH-RILEY CONSTRUCTION CO., INC.--------------------------

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to improve Resolution No. 5767-77: To improve Clinton Street from a point 121 feet south of the centerline of Superior Street north to the centerline of Calhoun Street.

by grading and paving the roadway to a width of XXXXXXXXXXXXXX feet with XXXXXXXXXXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improvement Resolution No. 5767-77 ~~and at the following price per lineal foot~~

At the following prices:

Furnish, Install & Wire Controller -solid state two (2) phase pretimed complete with cabinet, pedestal base, post and foundation	Four thousand seven hundred twenty-five dollars and no cents for each	4,725.00
Furnish & install 1-way, 3-section traffic signal (12" R, 12" A, 12" G)	Three hundred and eighteen dollars and no cents for each	318.00
Furnish & install 12" incandescent walk-don't walk pedestrian signal	Three hundred and forty dollars and no cents for each	340.00
Furnish & install twin signal mast arms (30'-25') with shaft and foundation	Two thousand five hundred fifteen dollars and no cents for each	2,515.00
Furnish & install combination traffic-lighting shaft with 30' signal mast arm and foundation; 35' luminaire mounting height	Two thousand eight hundred fifty dollars and no cents for each	2,850.00
Furnish & install street and alley type hand hole	Four hundred eighty dollars and no cents for each	480.00
Furnish & install service with all hardware	Four hundred fifty dollars and no cents for each	450.00
Furnish & install mid-mast mounting assembly	One hundred sixty dollars and no cents for each	160.00
Furnish & install all miscellaneous hardware	Seven hundred twenty-five dollars and no cents per lump sum	725.00
Remove existing signal installation	One thousand seven hundred forty dollars and no cents per lump	1,740.00

foundation	for each	
Furnish & install combination traffic-lighting shaft with 30' signal mast arm and foundation; 35' luminaire mounting height	Two thousand eight hundred fifty dollars and no cents for each	2,850.00
Furnish & install street and alley type hand hole	Four hundred eighty dollars and no cents for each	480.00
Furnish & install service with all hardware	Four hundred fifty dollars and no cents for each	450.00
Furnish & install mid-mast mounting assembly	One hundred sixty dollars and no cents for each	160.00
Furnish & install all miscellaneous hardware	Seven hundred twenty-five dollars and no cents per lump sum	725.00
Remove existing signal installation	One thousand seven hundred forty dollars and no cents per lump sum	1,740.00
Relocate & wire loop cabinet and amplifiers	Six hundred ninety dollars and no cents per lump sum	690.00
Furnish & install 2-pole plates, 2-pipe arms and 4-pole bands per set	One hundred seventy-five dollars and no cents per set	175.00
Furnish & install 2" rigid steel conduit	Three dollars and five cents per lineal foot	3.05
Furnish & install 3" rigid steel conduit	Four dollars and fifty-five cents per lineal foot	4.55
Furnish & install 2 c/8 signal cable	One dollar and forty-five cents per lineal foot	1.45
Furnish & install 3 c/14 signal cable	No dollars and fifty-five cents per lineal foot	0.55
Furnish & install 5 c/14 signal cable	No dollars and fifty-five cents per lineal foot	0.55
Furnish & install 12 c/14 signal cable	Two dollars and thirty cents per lineal foot	2.30
Furnish & install 2 c/14 shielded cable	No dollars and seventy cents per lineal foot	0.70
Furnish & install 24 c/22 inter-connect cable	No dollars and twenty-three cents per lineal foot	0.23
Furnish & install special markings, stop bar 18"	Two dollars and twenty-three cents per lineal foot	2.23
Furnish & install special markings, stop bar 24"	Three dollars and no cents per lineal foot	3.00
Furnish & install special markings, crosswalk 6"	One dollar and twenty-eight cents per lineal foot	1.28
Signalization Sub Total	Twenty-eight thousand one hundred seventy-nine dollars and fifteen cents	28,179.15
Install decashield luminaire and lamp	Eighty-nine dollars and twenty-five cents for each	89.25
Install 35' aluminum light standard	One hundred and sixty-five dollars and no cents for each	165.00
Furnish & install 2' x 2' x 6' reinforced concrete base	Two hundred forty-one dollars and no cents for each	241.00
Install 2" rigid plastic conduit in trench	One dollar and no cents per lineal foot	1.00
Install 3/c no. 2 wire in conduit	No dollars and forty-two cents per lineal foot	0.42
Trenching 20" depth	One dollar and fifty cents per lineal foot	1.50
Install 5/8" x 8' ground rod	Seventeen dollars and eighty-five cents for each	17.85
Install 2" steel conduit	Three dollars and nineteen cents per lineal foot	3.19
Install 10' riser section	Forty-two dollars and forty cents	42.40

Install 2" rigid plastic conduit in trench	One dollar and no cents per lineal foot	1.00
Install 3/c no. 2 wire in conduit	No dollars and forty-two cents per lineal foot	0.42
Trenching 20" depth	One dollar and fifty cents per lineal foot	1.50
Install 5/8" x 8' ground rod	Seventeen dollars and eighty-five cents for each	17.85
Install 2" steel conduit	Three dollars and nineteen cents per lineal foot	3.19
Install 10' riser section	Forty-two dollars and forty cents for each	42.40
Street Lighting Sub Total	Twenty-one thousand thirty-two dollars and ninety cents	21,032.90
Removal of pavement	Three dollars and eighty cents per square yard	3.80
Removal of sidewalk	Two dollars and fifteen cents per square yard	2.15
Removal of Curb	Three dollars and seventy-five cents per lineal foot	3.75
Common Excavation	Eight dollars and seventy-five cents per cubic yard	8.75
#53 Stone for Subbase under sidewalk	Eight dollars and twenty cents per ton	8.20
Widening with cement concrete, 9"	Fifteen dollars and eighty-five cents per square yard	15.85
Type O Compacted aggregate for surface, #73	Eight dollars and sixty cents per ton	8.60
Hot asphalt concrete base	Twenty dollars and forty-five cents per ton	20.45
Hot asphalt concrete binder	Twenty-one dollars and seventy cents per ton	21.70
Hot asphalt concrete surface (state B)	Twenty-one dollars and eighty-five cents per ton	21.85
Bituminous mixture for approaches	Twenty-nine dollars and twenty cents per ton	29.20
Bituminous material for prime coat	One hundred dollars and no cents per ton	100.00
Bituminous material for tack coat	One hundred twenty dollars and no cents per ton	120.00
Contraction joint, type D-1	Six dollars and no cents per lineal foot	6.00
Expansion joint, with load transfer, 1"	Ten dollars and no cents per lineal foot	10.00
Anchor bolts	Nine dollars and no cents for each	9.00
Cement concrete pavement for commercial drives, 8"	Fifteen dollars and fifteen cents per square yard	15.15
Paraplegic and bicycle ramps	Three dollars and no cents per square foot	3.00
Curbface sidewalk, 5"	One dollar and forty-two cents per square foot	1.42
Concrete steps Type "A"	Three hundred dollars and no cents per cubic yard	300.00
Wingwalk, 6"	Two dollars and five cents per square foot	2.05
Concrete curb type "II-A"	Three dollars and twenty-five cents per lineal foot	3.25

Cement concrete pavement for commercial drives, 8"	Fifteen dollars and fifteen cents per square yard	[illegible]
Paraplegic and bicycle ramps	Three dollars and no cents per square foot	3.00
Curbface sidewalk, 5"	One dollar and forty-two cents per square foot	1.42
Concrete steps Type "A"	Three hundred dollars and no cents per cubic yard	300.00
Wingwalk, 6"	Two dollars and five cents per square foot	2.05
Concrete curb type "II-A"	Three dollars and twenty-five cents per lineal foot	3.25
Concrete gutter type "II-B"	Four dollars and seventy-five cents per lineal foot	4.75
Concrete class "A" for retaining wall	Three hundred dollars and no cents per cubic yard	300.00
Reinforcing steel for retaining wall	One dollar and fifty cents per pound	1.50
Sodding (nursery)	Three dollars and sixty-five cents per square yard	3.65
Standard barricade, type III	Six hundred eighty-five dollars and no cents for each	685.00
Standard barricade, type IV	One hundred forty-five dollars and no cents for each	145.00
Standard barricade, type V	Three hundred thirty-two dollars and no cents for each	332.00
Construction sign, type A	One hundred dollars and no cents for each	100.00
Line, skip white 4" (thermoplastic)	No dollars and fifty-four cents per lineal foot.	0.54
Maintaining traffic	Three thousand nine hundred sixty dollars and no cents per lump sum	3,960.00
Pipe - group "M" 12"	Twenty-seven dollars and seventy-five cents per lineal foot	27.75
Pipe - group "M" 15"	Twenty-eight dollars and seventy-five cents per lineal foot	28.75
Pipe - group "M" 18"	Thirty-two dollars and thirty-five cents per lineal foot	32.35
Pipe - group "M" 24"	Forty-four dollars and no cents per lineal foot	44.00
Pipe - group "M" 30"	Fifty-six dollars and no cents per lineal foot	56.00
Inlet type III-O	Eight hundred seventy dollars and no cents for each	870.00
Inlet type I-F	Six hundred fifteen dollars and no cents for each	615.00
Inlet type I-C	Five hundred sixty-three dollars and no cents for each	563.00
M.H. type I-A	Eight hundred eighty dollars and no cents for each	880.00
M.H. type V-A	One thousand two hundred twenty-five dollars and no cents for each	1,225.00
M.H. type I-C	Seven hundred eighty-five dollars and no cents for each	785.00
Castings adjusted to grade	One hundred sixty dollars and no cents for each	160.00
Castings furnished & adjusted to	Two hundred sixty-five dollars	265.00

	five cents per lineal foot	
Pipe - group "M" 24"	Forty-four dollars and no cents per lineal foot	44.00
Pipe - group "M" 30"	Fifty-six dollars and no cents per lineal foot	56.00
Inlet type III-O	Eight hundred seventy dollars and no cents for each	870.00
Inlet type I-F	Six hundred fifteen dollars and no cents for each	615.00
Inlet type I-C	Five hundred sixty-three dollars and no cents for each	563.00
M.H. type I-A	Eight hundred eighty dollars and no cents for each	880.00
M.H. type V-A	One thousand two hundred twenty-five dollars and no cents for each	1,225.00
M.H. type I-C	Seven hundred eighty-five dollars and no cents for each	785.00
Castings adjusted to grade	One hundred sixty dollars and no cents for each	160.00
Castings furnished & adjusted to grade, type "A"	Two hundred sixty-five dollars and no cents for each	265.00
Road Items Sub Total	Two hundred and sixty-five thousand, eight hundred and seventy-four dollars and fifty-five cents	265,874.55
TOTAL COST	Three hundred and fifteen thousand, eighty-six dollars and sixty cents	315,086.60

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being Section 9459 of Burns Annotated Statutes, Volume IV). (Section 40-1214 Burns Annotated 1952 Revision - Volume VIII).

A copy of General Ordinance No. G-60-66, concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5767-77 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally and in all respects completed ~~on or before~~xxxxxxxxxxxxxxxx, 19xxxx within 90 working days after contract is approved by City Council. and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of $25.00 for each and every day after said date, 19___ until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this______ day of________________, 19____

RIETH-RILEY CONSTRUCTION CO., INC.
BY: Maurice K. Blair.
ITS: ass't. Div. Mgr.
Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

Henry P. Wehrenberg

May G. Scott

____
Its Board of Public Works and Mayor.

Approved
Terry ? Butler
Assistant City Attorney

GUARANTY BOND

Know All Men by These Presents, That we --

-------------RIETH-RILEY CONSTRUCTION CO., INC.-------------------------Contractors

as principal, and --

--------------------RELIANCE INSURANCE COMPANY-------------------------- as surety

are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of THREE HUNDRED

AND FIFTEEN THOUSAND, EIGHTY-SIX DOLLARS AND SIXTY CENTS----------------------

--- ($ 315,086.60)

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are, that whereas the said ------------------------

---------------------------RIETH-RILEY CONSTRUCTION CO., INC.------------------

did on the ______________ day of ______________

______________, enter into a contract with the City of Fort Wayne to construct a

______________ Pavement

on Resolution No. 5767-77: ~~Street from~~ To improve Clinton Street from a point 121 feet south of the centerline of Superior Street north to the centerline of Calhoun Street.---

----

-- according to certain plans and specifications, and also warranting and guaranteeing the work/ material and condition of the pavement thereof for a period of three years as provided in aforesaid contract and specifications. Now if the said ---------------------------------

RIETH-RILEY CONSTRUCTION CO., INC.-------- shall faithfully perform and fulfill all the requirements of said warranty and guaranty, and make all repairs required under said guarantee, and in the manner provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this ______________ day of ______________

RELIANCE INSURANCE CO.

BY: Leonard C. Baumann

Leonard C. Baumann,
Attorney-in-Fact

RIETH-RILEY CONSTRUCTION CO., INC. (SEAL)

BY: Maurice K. Blair (SEAL)

ITS: Ass't Div. Mgr. (SEAL)

Approved this 22 day of December, 1977

Henry P. Wehrenberg

____

May G. Scott

Board of Public Works.

LIABILITY BOND

Know All Men by These Presents, That we

RIETH-RILEY CONSTRUCTION CO., INC.

as principal, and

RELIANCE INSURANCE COMPANY

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of THREE HUNDRED AND FIFTEEN THOUSAND, EIGHTY-SIX DOLLARS AND SIXTY CENTS for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

($ 315,086.60)

The conditions of the above obligation are such, that if the above named party of the first part shall faithfully comply with the foregoing contract made and entered into the ______ day of ______, with the City of Fort Wayne, Indiana, and shall faithfully fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the pavement as to the workmanship, material and conditions for the period of three (3) years, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law and in the event the said City shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals this ______ day of ______

RELIANCE INSURANCE CO.
BY: *Leonard C Baumann*
Leonard C. Baumann,
Attorney-in-fact

RIETH-RILEY CONSTRUCTION CO., INC. (SEAL)
BY: *Maurice K. Blair* (SEAL)
ITS: *Asst. Div. Mgr.* (SEAL)
______ (SEAL)

Approved this *22* day of *December, 1977*

Henry P. Wehrenberg

______

Mary G. Scott
Board of Public Works.

COMPLETED IN STREET ENGINEERING DEPARTMENT

OCTOBER 25, 1977

Form 1929

Improvement Resolution

FOR STREET ~~OR ALLEY~~

No. 5767 - 1977

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve Clinton Street from a point 121 feet south of the centerline of Superior Street north to the centerline of Calhoun Street.

The improvement will consist of widening the existing street to 55 feet from Superior Street to Duck Street and to 48 feet from Duck Street to Calhoun Street, the construction of curbs, sidewalks, inlets, drive approaches, street lighting and installing new traffic signals at Superior Street.

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid jointly from the City of Fort Wayne's Arterial Road and Street Account Fund and Indiana State Highway Commission Fund.

Adopted, this ________ *day of* ________

BOARD OF PUBLIC WORKS: Henry P. Wehrenberg

May G. Scott

CALHOUN PRESS

GENERAL ORDINANCE NO. G-60-66

concerning discrimination in employment under municipal contracts and providing a penalty, as passed by the Common Council of the City of Fort Wayne, Indiana on May 10, 1966.

SECTION 1. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees as follows:

(a) In the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall discriminate because of race or color against any person who is qualified and available to perform the work to which the employment relates:

(b) No contractor, subcontractor, nor any person on his behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of race or color:

(c) There may be deducted from the amount payable to the contractor by the City of Fort Wayne under this contract a penalty of ten dollars ($10.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract; and

(d) This contract may be cancelled or terminated by the City of Fort Wayne, and all money due or to become due hereunder may be forfeited for a second or any subsequent violations of the terms and conditions of this contract as to discrimination on account of race or color.

IN RE:

WAGE SCALE

CODE: S-SKILLED
SS-SEMI SKILLED
US-UNSKILLED
IF-INDUSTRIAL FUND
PW-PER WEEK

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, ALL CONSTRUCTION AND MAINTENANCE CONTRACTS AWARDED BY THE BOARD OF WORKS, CITY OF FT. WAYNE, INDIANA, DURING THE MONTHS OF OCTOBER, NOVEMBER AND DECEMBER, 1977.
in compliance with the provisions of CHAPTER # 319 of the acts of the GENERAL ASSEMBLY of INDIANA, 1935. have established a schedule as hereinafter set forth for the following trades to wit;

TRADES OR OCCUPATION		CLASS	RATE PER HR.	H&W	PEN	VAC	APP.	MISC.
ASBESTOS WORKER		S	12.30	50¢	75¢			3if
BOILERMAKER		S	11.70	80	1.00		3¢	
BRICKLAYER		S	10.34	45	50		1	4if
CARPENTER	(BUILDING)	S	9.85		6%		7	2if
	(HIGHWAY)	S	10.08	45	35		5	2if
CEMENT MASON		S	9.35	75	40		1	
ELECTRICIAN		S	11.30	40	1%+30		6	
ELEVATOR CONSTRUCTOR		S	10.18	49½	32	8%	2	
GLAZIER		S	9.53	12		40	4	25¢Holida
IRON WORKER		S	10.75	75	85		1	2if
LABORER	(BUILDING)	S-SS US	7.25-7.55	60	45		9	
	(HIGHWAY)	S-US-SS	7.15-8.00	60	45		9	
	(SEWER)	S-US-SS	7.15-7.95	60	45		8	
LATHER		S	8.20		25		1	2if
MILLWRIGHT & PILEDRIVER		S	10.18		6%		7	2if
OPERATING ENGINEER	(BUILDING)	S-SS US	7.90-11.00	40	55		8	
	(HIGHWAY)	S-SS-US	7.96-10.30	40	40		8	
	(SEWER)	S-SS-US	8.00-10.30	40	40		5	
PAINTER		S	8.60-9.60	42	45		10	6¢misc.
PLASTERER		S	9.27	60	40			
PLUMBER & STEAMFITTER		S	11.35	45	75		7	4if
MOSAIC & TERRAZZO GRINDER		S	8.10-9.45					
ROOFER		S	9.45		10			
SHEETMETAL WORKER		S	10.54	40	35		4	13if
TEAMSTER	(BUILDING)	S-SS US	8.68-9.63	23.00pw	28.00pw			
	(HIGHWAY)	S-SS-US	8.23-8.83	23.50pw	28.00pw			

If any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE PAID. The above and forgoing shall shall be the minimum prevailing wage scale for this project as set by the wage scale committee, but in no way shall it prevent the contractor or sub - contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 26 DAY OF Sept. 1977

REPRESENTING GOVERNOR, STATE OF INDIANA

REPRESENTING THE AWARDING AGENT.

REPRESENTING STATE A.F.L. & C.I.O.

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally

assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sactions for noncompliance: PROVIDED, HOWEVER, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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TITLE OF ORDINANCE SPECIAL ORDINANCE - IMPROVEMENT RESOLUTION NO. 5767-77 - CLINTON ST. - RIETH-RILEY

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS S-78-01-15

SYNOPSIS OF ORDINANCE CONTRACT FOR IMPROVEMENT RESOLUTION NO. 5767-77, IMPROVING CLINTON STREET FROM A POINT 121 FEET SOUTH OF THE CENTERLINE OF SUPERIOR STREET NORTH TO THE CENTERLINE OF CALHOUN STREET WITH NEW SIGNALS, CURBFACE SIDEWALK, WINGWALKS AND STREET LIGHTING.

COPY OF CONTRACT ATTACHED

EFFECT OF PASSAGE COMPLETION OF ABOVE-DESCRIBED PROJECT

EFFECT OF NON-PASSAGE INABILITY TO PROCEED WITH ABOVE-DESCRIBED PROJECT

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) $315,086.60 FROM STATE HIGHWAY FUNDS & L R & S FUNDS

ASSIGNED TO COMMITTEE

EP Public Works